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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE OFFICE OF THE HUDSON COUNTY PROSECUTOR

- AND -

PBA LOCAL NO. 232

(SUPERIOR OFFICERS UNIT)

January 1, 1994 through December 31, 1996

Prepared By:

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INTRODUCTORY STATEMENT

THIS AGREEMENT, made and entered into this 3rd day of ~~MARCH~~ ^{APRIL}, 1995, by and between the OFFICE OF THE HUDSON COUNTY PROSECUTOR, ("Prosecutor"), located at 595 Newark Avenue, Jersey City, New Jersey, and PBA LOCAL NO. 232, SUPERIOR OFFICERS UNIT, ("PBA" or "Association"), with its offices at 595 Newark Avenue, Jersey City, New Jersey, acting herein on behalf of the Supervisory-Rank Investigators of said Prosecutor, as hereinafter defined, now employed and hereafter to be employed and collectively designated as "employees."

WITNESSETH:

WHEREAS, the Prosecutor recognizes the PBA as the sole and exclusive collective bargaining representative for the Supervisory-Rank Investigators covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The Prosecutor recognizes the PBA as the sole and exclusive representative of the Investigators in the Prosecutor's Office holding the ranks of Sergeant, Lieutenant and Captain, excluding confidential employees, managerial executives, non-police employees, craft employees, professional employees, Investigators below the rank of Sergeant, and above the rank of Captain, and all others.

ARTICLE II

ASSOCIATION SECURITY

1. All employees covered by this Agreement may join the Association, and become members of the Association.

2. Consistent with the other provisions of this Agreement and the laws of the State of New Jersey, the parties recognize that employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the Association, or to refrain from any such activity.

ARTICLE III

PLEDGE AGAINST DISCRIMINATION AND COERCION

1. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, race, color, creed, national origin, actual or perceived sexual orientation, disability, affectation, or political affiliation.

2. The Prosecutor agrees not to interfere with the right of employees to become members of the PBA. There shall be no discrimination, interference, restraint, or coercion by the Prosecutor, or by the Prosecutor's representatives, against any employee because of PBA membership. The PBA agrees not to interfere with the right of employees not to become members of the PBA. There shall be no discrimination, interference, restraint, or coercion by the PBA or its representatives against any employee because of non-membership in the PBA.

ARTICLE IV

LONGEVITY

1. Employees shall receive longevity in accordance with the following schedule:

A. For employees with more than five (5) years of service, but not more than ten (10) years of service - \$200.00 per annum;

B. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$400.00 per annum;

C. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600.00 per annum;

D. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800.00 per annum;

E. For employees with twenty-five (25) years of service - \$1,000.00 per annum.

2. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

3. In accordance with current practice, annual longevity shall be paid in pro rata amounts in the employee's regular pay check, in addition to base salary.

ARTICLE V

SALARIES

1. Salaries for 1994, 1995 and 1996 shall be in accordance with the following table, which shall be considered to set forth the base salaries for the respective ranks, and which is further subject to the conditions and exceptions set forth in this Article. Said salaries shall take effect upon January 1 of the year indicated:

	<u>1994</u> (5.0% increase)	<u>1995</u> (5.0% increase)	<u>1996</u> (5.0% increase)
Sergeants	\$57,800	\$60,690	\$63,725
Lieutenants	65,603	68,883	72,327
Captains	74,460	78,183	82,092

2. Employees who were absent from duty without pay more than thirty days in 1993 shall receive no salary increase for 1994, but will remain at their 1993 salaries. Employees who were absent from duty without pay more than thirty days in 1994 shall receive no salary increase for 1995, but will remain at their 1994 salaries. Employees who are absent from duty without pay more than thirty days in 1995 shall receive no salary increase for 1996, but will remain at their 1995 salaries. Any employee who has had a salary increase withheld pursuant to this Section may have the withheld increase restored in future years, at the Prosecutor's sole discretion.

3. It is understood and agreed that upon the expiration of this Agreement, i.e., December 31, 1996, employees shall remain at the salaries they are then receiving, and shall be entitled to no

further salary increment, increase or adjustment pending the negotiation of a successor Agreement.

4. Employees shall be paid bi-weekly. Subject to adjustment due to unpaid absences, bi-weekly pay shall be computed by dividing the employee's regular annual salary by the number of pay periods in the then-current calendar year. All employees shall receive their bi-weekly paychecks on the Friday falling two weeks after the Friday on which the pay period ended. New employees shall receive their paychecks on a two-week lagging basis immediately upon hire.

5. In accordance with the policy of the Hudson County Prosecutor's Office, retroactive salary increases will not be paid to any employee who terminates or terminated his or her employment with the Prosecutor's Office prior to the ratification of this collective negotiations agreement, except that retroactive salary increases for 1994 only will be paid to any employee who retired in 1994. No retroactive compensation will be paid to any employee other than those employees who retired in 1994.

ARTICLE VI

HOURS OF WORK AND OVERTIME

A. Except as stated in Sections B and C herein, all policies and practices regarding hours of work and overtime existing as of December 31, 1991, including, but not limited to, the prohibition against the cashing out of unused compensatory time, shall continue in full force and effect.

B. The overtime policy contained in Article VII, "Hours of Work and Overtime" Sections B and C, of the parties' 1992-1993 collective negotiations agreement shall be extended from December 31, 1993 until December 31, 1994, with the following modification:

1. The terms, "work" and "hours worked," shall be defined as time actually worked by the employee, and as paid compensatory time off utilized by the employee. In other words, paid compensatory time off will be considered "time worked" for the purpose of determining entitlement to overtime compensation. No other form of paid time off, (i.e., vacations, sick days, personal days, holidays, etc.) shall be considered "time worked" for the purpose of determining entitlement to overtime compensation.

C. Effective January 1, 1995, the following overtime policy shall be in effect:

1. For the purposes of this Section:
 - a. The terms, "work" and, "hours worked," shall be defined time actually worked by the employee and as paid compensatory time off. Vacations, sick days, personal days, holidays time off, or any other form of paid time off shall not be considered "work" or "hours worked" under this Section, and shall not be considered in determining entitlement to overtime compensation. Time worked on holidays is already at premium pay, and shall not be counted toward overtime.

- b. The "work period" for purposes of overtime compensation shall be seven (7) days. For each employee, the initial work period for purposes of overtime compensation shall commence 12:00 a.m. on the morning of Saturday, January 7, 1995, and shall terminate 11:59 p.m. on the evening of Friday, January 13, 1995. Thereafter, the work period for purposes of overtime compensation shall commence 12:00 a.m. on the morning of Saturday, and shall terminate at 11:59 p.m. on the evening of the following Friday.
- c. The term, "regular rate of pay" shall be defined as the employee's annual base salary plus longevity, divided first by fifty-two (52) weeks per year, then divided by forty (40) hours per week

2. Employees who work more than forty (40) hours during a seven (7) day work period shall receive compensation, at the rate of one and one-half times their regular rate of pay, for every hour worked beyond forty (40) hours during the seven (7) day work period, up to an overtime compensation ceiling of \$3,500.00 per calendar year. This \$3,500.00 annual overtime compensation ceiling shall apply to all overtime compensation earned in the 1995 calendar year, including compensation for overtime worked prior to January 7, 1995. This \$3,500.00 annual overtime compensation ceiling shall apply in 1996, ~~and every calendar year thereafter.~~

3. Once an employee reaches the \$3,500.00 overtime compensation ceiling in a given calendar year, including 1995 and 1996, any further overtime worked during that calendar year shall be compensated by way of paid compensatory time off. However, the Prosecutor, in his sole discretion, may choose to provide paid compensation rather than compensatory time off.

- a. Paid time compensatory time shall be provided at the rate of one and one-half hours earned for every hour worked beyond forty (40) hours during a given seven (7) day work period.
- b. Employees shall be permitted to utilize their paid compensatory time within a reasonable period after making a request for such use, provided such use does not unduly disrupt Prosecutor's Office operations.
- c. An employee may accrue and/or bank a total of no more than 480 paid compensatory hours at any one time under this Section C, subsection 3.
- d. Accrued, unused paid compensatory hours earned or accrued pursuant to this Section C, subsection 3, shall be cashed out to the employee upon termination of employment. Such compensatory hours shall be cashed out at the employee's final regular rate of pay, or the average regular rate of pay received by the employee during his/her final three years of employment, whichever is higher. Only compensatory hours earned, accrued or banked pursuant to this Section C, subsection 3, shall be cashed out upon termination of employment.

4. If an employee reaches the \$3,500.00 overtime compensation ceiling in a given calendar year, and also has accrued and/or banked 480 compensatory hours under Section C, subsection 3, above, he or she shall work no further overtime during that calendar year without the express consent of the Prosecutor. The Prosecutor shall retain the sole discretion, on a case by case basis, to authorize payment of overtime compensation beyond the \$3,500.00 calendar year ceiling in such cases.

5. Effective the pay period that begins November 4, 1995, paid sick leave shall count as "work" and "hours worked" for purpose of computing overtime entitlement.

6. Effective the pay period that begins November 2, 1996, paid sick leave and paid vacation leave shall count as "work" and "hours worked" for the purpose of computing overtime entitlement.

D. Employees will not be directed to take days off from duty for the sole purpose of avoiding overtime compensation.

E. Any overtime pay due and owing shall be paid not later than the second regular payroll date following the day the overtime is actually worked.

F. Remaining unused compensatory time that was earned by employees prior to January 7, 1995 shall remain available for use by employees as a separate account; however, such unused compensatory time contained in this separate account shall not be cashed out under any circumstance, may be utilized only with special permission of the Prosecutor, and may be utilized only after all compensatory time the employee may have earned on or after January 7, 1995 has been exhausted. Unused compensatory time earned prior to January 7, 1995 shall not be cashed out under any circumstance.

G. The Prosecutor is authorized to issue to employees a periodic summary listing the amount of (1) vacation time, (2) sick days, (3) compensatory time earned, accrued, or banked under Section C, subsection 1, of this Article, and (4) remaining unused compensatory time earned prior to January 7, 1995 and retained in the separate account described in Section F of this Article, that the employee has on record. Nothing stated in any such periodic

summary shall in any way affect or modify any provision of this collective negotiations agreement pertaining to the circumstances under which compensatory time may or may not be cashed out. Nothing stated in any such periodic summary shall in any way be read to allow employees to cash out compensatory time other than that accrued or banked under Section C, subsection 3 of this Article. Compensatory time earned prior to January 7, 1995, shall not be cashed out under any circumstance.

ARTICLE VII

HOLIDAYS

1. Employees shall be entitled to the following paid holidays each year:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Martin Luther King Jr's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
	Christmas Day

2. A. Recognizing that it is not possible for all employees to be off on the same day, the Prosecutor shall have the right to require an Employee to work on any of the holidays herein specified.

B. In the event an employee is required to work on any of the holidays named above, he/she shall be paid premium pay at the rate of one and one-half times his/her regular rate of pay for all hours worked on the holiday. Because the employee will receive such premium pay for hours worked on a holiday, hours worked on a holiday will not be counted toward determining whether the employee is eligible for overtime compensation under Article VI, "Hours of Work and Overtime," of this Agreement.

3. If any of the above-listed paid holidays fall upon a Saturday, the holidays will be celebrated on the immediately preceding Friday. If any of the above-listed paid holidays fall upon a Sunday, the holidays will be celebrated on the immediately following Monday. If the date of celebration of a holiday falls on a day the employee is scheduled to be off duty, the employee shall

be provided an alternative day off. The alternative day off shall be a date approved by the Prosecutor.

ARTICLE VIII

VACATIONS

1. All employees with one or more full years of service with the Office of the Hudson County Prosecutor shall receive 20 days vacation annually.

2. During the first calendar year of service, employees shall receive vacation at a rate of 1 day per month worked. During the final calendar year of service, employees shall receive vacation on a pro-rated basis. Employees who work less than a full calendar year also shall receive vacation on a pro-rated basis.

3. Vacation schedules shall be established taking into account the wishes of the employees and the needs of the Prosecutor, with the Prosecutor having full and final authority to approve or deny any vacation request.

4. Unless good cause is shown, the Prosecutor shall respond to the employee's vacation request within 30 days after deadlines established by the Prosecutor for submission of vacation requests. No vacation request shall be honored unless it is submitted 30 days in advance; provided, however, that the Prosecutor may waive this requirement on a case-by case basis in his sole discretion.

5. Vacation pay shall be based upon the employee's regular pay.


6. An employee shall be paid his/her vacation pay before starting his/her vacation, provided such vacation is scheduled at least 30 days in advance. The Prosecutor may waive this

requirement on a case-by-case basis, in his sole discretion. An employee also may request that the Prosecutor defer vacation pay.

7. An employee whose employment is terminated shall receive a cash payment for all unused vacation time. The vacation time payable for the calendar year in which the employee is terminated shall be calculated on a pro-rated basis.

8. The Prosecutor, in his sole discretion, may allow an employee to carry no more than five days' unused vacation from one calendar year to the next. Any request to carry over such unused vacation time must be submitted to the Prosecutor no later than December 1. In all other cases, vacation time not utilized in a given calendar year shall be lost. Under no circumstances may an employee be entitled to or use more than twenty-five vacation days in any given calendar year.

9. Upon retirement, an employee shall be entitled to his/her full twenty (20) day complement of vacation time for the retirement year. This Section 9 will not be effective until January 1, 1995. This Section 9 shall not apply to any employee who utilizes early retirement under any early retirement legislation that had ~~been~~ been enacted into law on or prior to the date of execution of this collective negotiations agreement.



ARTICLE IX

SICK LEAVE

1. Any employee who contracts or incurs any sickness or disability which renders such employee unable to perform his or her duties may receive sick leave with pay as follows:

A. An employee shall be afforded sick leave on the basis of one (1) working day per month, up to the end of the first calendar year, and fifteen (15) days for each calendar year thereafter.

2. Pay for any day of sick leave shall be at the employee's regular pay.

3. To be eligible for benefits under this Article, an employee who is absent must notify his/her supervisor as soon as possible before the start of his/her regularly scheduled work day, unless proper excuse is presented for the employee's inability to call. If the supervisor is not available, the employee must notify the Task Force Radio Operator as soon as possible, but no later than before the start of his/her regularly-scheduled work day.

4. Sick days not taken by an employee in any one year shall accumulate from year to year, without limit.

5. Employees who have been on sick leave may be required to be examined by a physician designated by the Prosecutor before being permitted to return to duty.

6. If an employee resigns, is dismissed or is laid off and has exceeded his/her allowable sick leave, the excess sick leave

paid shall be deducted from any monies due him/her at the time of resignation, layoff or dismissal.

7. The Prosecutor reserves the right to unilaterally adopt, implement and apply work rules pertaining to sick leave abuse, excessive absenteeism, tardiness, and verification of sick leave.

ARTICLE X

PAID LEAVE

Employees shall be entitled to paid leave as follows:

1. Funeral Leave

A. Employees shall be entitled to up to 3 days paid leave for each death in the employee's immediate family, to be taken between the date of death and the date of the funeral, inclusive, for the sole purpose of attending funeral and/or memorial services.

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, grandparents, stepmother, stepfather, stepson, stepdaughter, stepsister and stepbrother.

C. The Prosecutor shall have the discretion to grant or extend funeral leave, with or without pay, in cases involving special circumstances, and shall have the further discretion to adopt rules pertaining to verification of funeral leave use and abuse of funeral leave.

2. Jury Duty

A. Jury duty is the responsibility of every citizen. Therefore, unless there is strong evidence that the employee's absence from work would seriously handicap or impair, in any way, the operation of his/her position, the employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility, the employee's service record will remain unbroken.

C. The employee will receive pay during the period of jury service equal to his regular wages minus jury earnings. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

D. If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work as soon as practical thereafter, except that employees shall not be required to report back to work if there are less than four (4) hours remaining in their work shifts.

3. Personal Leave

Effective January 1, 1995, each employee may utilize not more than two (2) personal leave days per year for use in cases of a legitimate personal need that cannot be attended to during off-duty hours. Personal leaves shall be subject to the prior approval of the Prosecutor or his designee, which approval shall not be unreasonably denied. An employee shall be required to request the use of personal leave at least one week in advance of such personal leave, except in cases of emergency. Personal days are available for use by employees for cases of legitimate personal need; however, they shall not be considered an earned benefit, shall not accumulate, and shall under no circumstances be cashed out to any employee.

ARTICLE XI

UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Child/Family Leave. Employees will be eligible for Child/Family leave in accordance with the New Jersey Family Leave Act and the federal Family and Medical Leave Act, to the extent these laws are applicable to the Prosecutor's Office.

2. Military Leave. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted for the initial period of military service, or in accordance with applicable law.

3. Medical/Personal Leave. Employees may be granted, in the Prosecutor's sole discretion, unpaid leaves of absence for medical or personal reasons for up to 12 months. Before being granted an unpaid medical leave, employees must use all earned sick leave. Before being granted an unpaid leave for personal reasons, employees must use all earned vacation leave.

4. While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay, or to accrue sick leave or vacation time.

ARTICLE XII

RETIREMENT ALLOWANCE

1. Employees who retire shall use all of their accumulated vacation leave prior to the effective date of retirement.

2. Upon retirement, an employee shall receive a cash payment calculated at the rate of one (1) day's pay for each three (3) days of unused accumulated sick leave, not to exceed five thousand (\$5,000.00) dollars maximum.

3. If the current budget does not permit immediate payment of the retirement allowance upon retirement, then such payment may be made after November 15, but in no event later than the following January.

4. If an employee who meets the eligibility requirements for retirement dies while in the employ of the Prosecutor, the Prosecutor shall pay the employee's retirement allowance to the employee's estate.

ARTICLE XIII

INSURANCE

1. Employees shall receive the health, dental, prescription, life insurance, and retiree health insurance benefits made available by the County of Hudson to its employees, subject to such terms, conditions, level of benefits, co-payment requirements, or deductible levels as the County may establish. It is understood that the Prosecutor and/or County possess the sole right to select the insurance carrier, insurance program, and/or to self insure in their sole and absolute discretion, the sole right to establish or abolish insurance programs, and the sole right to fix the terms, conditions, levels of benefits, co-payment requirements and deductible levels for each insurance program; provided, however, that there shall be no reduction in benefit levels during the life of this Agreement unless such reduction is first negotiated by the Prosecutor and the PBA.

ARTICLE XIV

LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY

1. If an employee suffers or incurs a job-related injury or illness for which the employee is entitled to workers' compensation benefits, the employee may receive a leave of absence with pay not to exceed thirty days in duration, without charge against regular sick leave, conditioned upon the employee's submission of medical proof of injury or illness, of the job-relatedness of such injury or illness, and of the need for absence from duty. The Prosecutor, in his sole discretion, may grant not more than two extensions of such leave, each extension being not more than thirty days in duration.

2. An employee shall be entitled only to one leave of absence with pay under this Article per injury or illness. Relapses or repeated episodes of disability arising from the same injury or illness shall not entitle the employee to a new leave of absence under this Article, regardless whether the employee failed to exhaust his/her thirty-day entitlement, or extension thereof, for the injury or illness in question.

3. Any amount of salary or wages paid or payable to an employee who is absent from duty due to job-related injury or illness under this Article shall be reduced by the amount of any Worker's Compensation award the employee receives for temporary disability under the New Jersey Worker's Compensation Act.

ARTICLE XV

MANAGEMENT RIGHTS

1. The PBA and the Prosecutor agree that the provisions of this Agreement are limited to the wages and working conditions of the employees covered, and that no provision of this Agreement shall be construed or interpreted to restrain the Prosecutor's full and absolute right to operate, control and manage its operations and to determine the manner and means of providing services to the public.

2. Without limiting the foregoing, the following specific subjects are within the managerial rights of the Prosecutor and fall within the scope of the Prosecutor's authority to act unilaterally:

A. The right to determine the size of the work force, to initiate layoffs, and to abolish positions.

B. The right to promote, transfer, demote, reassign, and layoff employees.

C. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology, work procedures and operations; to utilize new methods and equipment; and, to control the quality of services.

D. The right to subcontract all work, or any portion of the work, unilaterally and without discussion with the PBA.

E. The right to determine when and whether to fill job vacancies, and the procedure by which such vacancies shall be filled.

F. The right to evaluate jobs; to establish new positions, modify or combine existing positions; and, to reassign duties from job to job, both within and outside of the PBA collective negotiations unit.

G. The right to select and hire employees from any source.

H. The right to create, abolish, and amend work shifts, and to assign employees to work shifts as deemed necessary or appropriate.

I. The right to determine and establish hours of work for employees, and to determine when specific employees shall report for duty.

J. The right to require overtime work, and to assign overtime work to such employees as the Prosecutor shall select.

K. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Prosecutor, and to determine the procedures by which evaluations shall occur.

L. The right, pursuant to State law, to terminate employees at any time, at the Prosecutor's pleasure.

3. The Prosecutor retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the PBA or to obtain agreement concerning such rules

from the PBA; provided, that the PBA shall be notified prior to implementation, repeal or amendment of any work rule, and provided further that the Prosecutor shall adopt no rule which conflicts with any provision of this Agreement.

4. Any authority possessed by the Prosecutor under this Agreement may be delegated to any such other persons as the Prosecutor, in his sole discretion, may designate.

ARTICLE XVI

RESIGNATION AND DEATH

1. An employee who resigns shall give the Prosecutor at least ten (10) days advance notice.

2. In case of the death of an employee, unused vacation entitlement, as well as any compensatory time earned and accrued under Article VI, Section C-3 of this Agreement, shall be paid to the deceased employee's estate. No compensatory time other than that earned and accrued under Article VI, Section C-3 of this Agreement shall be paid to the deceased employee's estate. Compensatory time earned prior to January 7, 1995 shall not be cashed out under any circumstance.

ARTICLE XVII

NO STRIKE OR LOCKOUT

1. No employee shall engage in any strike, sit-down, slow-down, sit-in, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office.

2. The PBA, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation, stoppage, interruption of work, boycott, or other interference with the operations of the Prosecutor's Office occur, the PBA, within twenty-four (24) hours of a request by the Prosecutor, shall:

A. Publicly disavow such action by the employees.

B. Advise the Prosecutor in writing that such action by the employees has not been called or sanctioned by the PBA.

C. Notify employees of its disapproval of such action and instruct such employees to cease such action, and return to work immediately.

D. Post notices on the PBA Bulletin Boards advising that it disapproves such action, and instruct such employees to cease such action and return to work immediately.

4. The Prosecutor agrees that it will not lock out employees during the term of this Agreement.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separate from each and every other clause of this Agreement. To the extent any clause or clauses shall be determined to be in violation of law, such clause or clauses shall be deemed null and void without impairing the validity and enforceability of the rest of the Agreement, including any provisions in the remainder of the clause, sentence or paragraph in which the offending language may appear.

ARTICLE XIX

SCOPE OF NEGOTIATIONS

1. The Prosecutor and the PBA acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, which constitutes the complete Agreement of the parties on all negotiable issues.

2. The Prosecutor and the PBA, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to negotiate collectively, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.

3. This Agreement constitutes the sole and exclusive source of employee wages and benefits, and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

ARTICLE XX

ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Prosecutor, and in no case shall any such agreement be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

ARTICLE XXI

ASSOCIATION RIGHTS

1. Not more than two (2) Association representatives may be excused from normal work duties in order to participate in negotiations for a successor Agreement if such negotiations are conducted during the representatives' normal work hours, provided that no interference or restriction of Prosecutor's Office operations or functions shall result. The parties shall attempt to schedule negotiations during non-work hours whenever possible. The Prosecutor, in his sole discretion, may permit additional union representatives to be excused from normal work duties to participate in such negotiations.

2. The Association president and/or his/her designee may be granted reasonable release time from his/her normal work duties to engage in union-related activities, provided that the granting of such release time will in no way impede, restrict or interfere with the function and/or operation of the Prosecutor's Office. The Association president and/or his/her designee shall be subject to recall to normal work duties if Office operations so require. The Association president and/or his/her designee shall not leave the Prosecutor's Office premises during such release time without the approval of the Prosecutor.

ARTICLE XXII

GRIEVANCE PROCEDURE

1. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement, or a dispute concerning policies and management decisions affecting employees, but does not mean a dispute involving the discipline or discharge of employees.

2. Grievances shall be processed in accordance with the following procedure.

STEP ONE: Grievances shall be submitted in writing to the office of the Chief of Investigations within three (3) days following the date upon which the grievance occurred. Effective upon the date this contract is ratified by each party, the time in which a grievance must be filed shall be increased to ten (10) days. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the PBA representative, and the Chief of Investigations or his/her designee. The meeting shall be conducted within fourteen (14) days from the date the grievance is submitted unless the PBA and the Chief of Investigations agree to conduct the meeting at a later date.

STEP TWO: If a grievance is not settled at the grievance meeting described in Step One, above, the PBA may, within five (5) days from the grievance meeting, appeal the grievance in writing to the Prosecutor, who shall respond to said grievance in writing within 10 days of his/her receipt of the grievance appeal.

STEP THREE: If a grievance appeal under Step Two, above, is denied, and the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the PBA may submit the grievance to arbitration before an arbitrator appointed by the New Jersey State Board of Mediation. Such a request for arbitration must be submitted within five (5) days of the date upon which the grievance appeal is denied by the Prosecutor. Grievances concerning policies or management decisions affecting employees may not be submitted to arbitration.

3. The designated arbitrator shall be bound by the provisions of this Agreement and applicable laws of the State of New Jersey and of the United States. The arbitrator shall be

restricted to the question of contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his findings of fact and reasons for making the award. The decision and award of the arbitrator shall be final and binding upon the parties, and upon the grieving employee(s). The costs of the services of the arbitrator shall be borne equally between the parties. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed in writing by the parties. Only the Prosecutor or the PBA may submit a grievance to arbitration under this Article.

4. Employer Grievances. Any grievance which the Prosecutor may have against the PBA shall be reduced to writing and submitted to the PBA. Representatives of the PBA and Prosecutor shall meet within fourteen (14) days from the date the grievance is submitted unless the PBA and Prosecutor agree to conduct the meeting at a later date. If the grievance is not resolved, the Prosecutor may submit the dispute to arbitration as provided in this Article.

5. The failure of a grieving employee or the PBA to file a grievance, to appeal a grievance, or to demand arbitration within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the

Prosecutor to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

6. The parties hereby agree that any judicial action to compel compliance with the arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this contract, or to vacate or modify any arbitration award entered pursuant to this contract, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1, et seq.

7. Employees shall perform all duties as instructed even though they may feel aggrieved. During the pendency of any grievance, the employees affected by the grievance shall continue to comply with all work directives and work rules applicable to them notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employees.

8. It is understood and agreed that a decision of the PBA not to exercise its right to request arbitration shall be final and binding upon all employees, and it is further understood and agreed that the PBA and its designated representatives have the authority to settle any grievance at any step.

9. Disputes involving the discipline or discharge of employees shall not be subject to the grievance and arbitration procedures contained in this Article.

10. Any time lost by a grievant in the arbitration procedure shall not be compensated by the Prosecutor.

ARTICLE XXIII

NAME-CLEARING HEARING

1. If an employee is suspended without pay, fined or terminated from employment for alleged wrongdoing or misconduct, he/she shall be entitled to a name-clearing hearing under to the terms of this Article.

2. Prior to implementing the proposed suspension, fine or termination action, the employee shall be provided with a written notice of the alleged wrongdoing or misconduct with which the employee is charged, the proposed punitive action, and the employee's right to request a name-clearing hearing. The employee's request for a name-clearing hearing must be submitted in writing to the Chief of Investigations within five working days of the employee's receipt of the notice of proposed suspension, fine or termination action. Such a hearing will be conducted before the Chief of Investigations.

3. The purpose of the name-clearing hearing is to permit the employee to respond to the charges against him or her and to clear any damage to the employee's reputation. The Prosecutor shall not have the burden of proving the validity of the charges, or that cause exists for the proposed suspension or termination.

4. The Chief of Investigations shall issue a written decision following the hearing. In cases of proposed suspensions of less than five days' duration, or fines amounting to less than five days' pay, the decision of the Chief of Investigations shall be final. In cases of proposed suspensions or fines of five or

more days' duration and/or amount, and of proposed terminations, the employee may appeal the Chief's decision to the Prosecutor, in writing, within five working days of the date of the Chief's decision, in which case the Chief's decision shall be final unless reversed or modified by the Prosecutor.

5. Employees may be represented at the name-clearing hearing by an attorney or Association representative. Employees shall have the opportunity to review the evidence supporting the charges, and to present and examine witnesses.

6. It is agreed that the procedures outlined in this Article apply only to cases in which an employee is suspended, fined or terminated for alleged wrongdoing or misconduct. Nothing in this Article shall be construed to afford any employee a contractual or property right, interest in, or expectation of continued employment. Nothing in this Article shall be construed in any way to limit, repeal, or infringe the Prosecutor's right, pursuant to State law, to remove any employee at any time, at the Prosecutor's pleasure.

ARTICLE XXIV

DUES DEDUCTIONS

1. Upon receipt of a written authorization from an employee who has completed thirty (30) days of employment, the Prosecutor shall, pursuant to such authorization, deduct from the wages due said employee, and remit to the PBA, regular monthly dues as fixed by the PBA.

2. The Prosecutor shall be relieved from making dues deductions from an employee's pay upon (a) termination of employment; (b) layoff from work; (c) an agreed leave of absence; or (d) revocation of the dues deduction authorization in accordance with applicable law. Notwithstanding (a), (b), and (c) above, upon the return of an employee to work from any of the foregoing enumerated absences, the Prosecutor will immediately resume the obligation of making said deductions, except that deductions for terminated employees who are rehired shall be governed by Paragraph 1 hereof.

3. The Prosecutor shall not be obliged to make dues deductions of any kind from any employee who, during any dues month, has failed to earn sufficient wages to equal the dues otherwise payable.

4. It is specifically agreed that the Prosecutor assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The PBA hereby agrees that it will indemnify and hold the Prosecutor harmless from any claims, actions or proceedings brought by any employee arising from dues deductions.

Once the deducted dues are remitted to the PBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the PBA.

5. The Prosecutor agrees to furnish the PBA a monthly list containing the names of newly-hired employees, their addresses, social security numbers, work classifications and dates of hire; the names of terminated employees, together with their dates of termination; and, the names of employees on leaves of absence. The Prosecutor also will provide the PBA a monthly list of employees from whom dues have been deducted, and from whom dues have not been deducted.

ARTICLE XXV

AGENCY SHOP

1. Upon the request of the PBA, the Prosecutor shall deduct a representation fee from the wages of each employee who has not authorized the deduction of dues from his/her wages.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment in the unit.

3. The amount of said representation fee shall be certified to the Prosecutor by the PBA, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the PBA to its own members.

4. The PBA agrees to indemnify and hold the Prosecutor harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

5. The Prosecutor shall remit the deducted representation fees to the PBA monthly.

6. The PBA shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the PBA shall be available to all employees in the unit on an equal basis at all times. In the event the PBA fails to maintain such a system, or if membership is not so available, the Prosecutor shall immediately cease making deductions.

7. Within thirty days of receipt of the monthly list of new employees provided for in Article XXIV, Section 5, the PBA shall

provide to the Prosecutor the names of employees on whose behalf a representation fee is to be deducted. The PBA also shall provide its certification that each employee so named has not made written authorization for dues deductions, and that the representation fee to be charged does not exceed 85% of the regular membership dues, fees and assessments. The PBA shall further certify that said representation fees shall be used solely for purposes directly related to collective bargaining, contract administration or grievance administration.

8. Should the Prosecutor fail to provide the monthly list of new employees in accordance in Article XXIV, Section 5, the PBA may grieve the Prosecutor's failure to do so through the grievance and arbitration provisions of this collective bargaining agreement. In the event the grievance is submitted to arbitration, the arbitrator's authority to award a remedy shall be limited to directing the Prosecutor to immediately provide the names of newly-hired employees.

ARTICLE XXVI

PERSONNEL FILES

Any employee may review his or her personnel file at reasonable times during normal working hours, provided a written request is submitted by the employee to the Prosecutor at least three days in advance. The employee shall be permitted to review his or her personnel file only in the presence of such management personnel as the Prosecutor shall designate. Under no circumstances may an employee remove any document from his or her personnel file, or cause any document to be removed.

ARTICLE XXVII

LEGAL REPRESENTATION

Upon receipt of a summons and/or complaint arising out of and directly related to the lawful exercise of an investigator's powers in furtherance of his or her official duties, the officer shall deliver the summons and/or complaint to the Prosecutor within three days of receipt of same. The Prosecutor shall forward same to the Hudson County Law Department, which shall advise the investigator, in writing, of one of the following:

1. The Hudson County Law Department shall defend the investigator.
2. The Hudson County Law Department shall appoint counsel to defend the investigator, at no expense to the investigator.
3. The Hudson County Law Department will advise the investigator he or she may retain private counsel of his or her own choosing, subject to the County's fee schedule, which must be agreed to in advance by the attorney selected by the investigator.
4. If the County determines that it has no legal obligation to defend the investigator, the County shall notify the investigator of such determination, along with a written statement of the reasons for the determination that the County has no obligation under applicable law to provide a defense.

ARTICLE XXVIII

TASK FORCE AGREEMENTS WITH OUTSIDE LAW ENFORCEMENT AGENCIES

1. For any calendar week in which an investigator is assigned to perform services, and in fact performs services, exclusively for an outside law enforcement agency that agrees to bear sole responsibility for compensating investigators for overtime work, the investigator shall receive overtime compensation in cash for any hours worked in excess of 40 in that calendar week, at the rate of one and one-half times the investigator's regular rate of pay for each hour worked in excess of 40 in the calendar week.

2. For any calendar week in which an investigator is assigned to perform services, and in fact performs services, for both the Hudson County Prosecutor's Office (HCPO) and an outside law enforcement agency that agrees to bear sole responsibility for compensating investigators for overtime work, the following rule shall apply:


- a. If the investigator is required to perform overtime work by the HCPO, the investigator shall receive overtime compensation in accordance with Article VI, "Hours of Work and Overtime" of this collective negotiations agreement.
- b. If the investigator is required to perform overtime work by the outside law enforcement agency, the investigator shall receive overtime compensation in accordance with paragraph 1. above.
- c. In any given case, the Prosecutor shall determine whether the overtime work was required by the HCPO, or by the outside law enforcement agency, which determination shall be final.

3. This article shall apply only when the outside law enforcement agency agrees to bear sole responsibility for compensating investigators for overtime work. Under no circumstances shall this Article be interpreted in such a way as to require the Prosecutor to incur any responsibility for paying overtime compensation in excess of the obligations contained this collective negotiations agreement between PBA Local No. 232, Superior Officers Unit, and the Prosecutor. If, in any case, the outside law enforcement agency declines to bear sole responsibility for compensating an investigator for overtime work, the investigator shall receive overtime compensation in accordance with the terms of Article VI, "Hours of Work and Overtime," of this collective negotiations agreement.

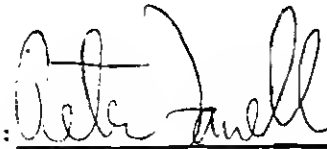
ARTICLE XXIX

EFFECTIVE DATE AND
DURATION OF AGREEMENT

This Agreement shall be effective January 1, 1994 and shall continue and remain in full force and effect to, and including, December 31, 1996, when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party, in writing, not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the PBA and the Prosecutor have executed this Agreement, this 3rd day of ^{APRIL} ~~March~~, 1995. 

PBA LOCAL 232, SUPERIOR OFFICERS UNIT

By: 

HUDSON COUNTY PROSECUTOR

By: 

202504 cba